

CITY OF SAN JOSE & SAN JOSE POLICE OFFICERS ASSOCIATION
2011 NEGOTIATIONS GROUND RULES

C→U
1/26/11

1. PURPOSE

The purpose of these negotiations is to reach agreement on a successor Memorandum of Agreement (MOA) between the San Jose Police Officers Associations (SJPOA) and the City of San Jose by the expiration of the current MOA on June 30, 2011.

2. PROCESS

Whenever possible, issues for discussion at each meeting shall be identified at the conclusion of the prior meeting. Additional information or action items needed by either party shall be identified at that time.

3. PROPOSALS

During negotiating sessions, all City and SJPOA negotiating team members may express opinions, share ideas, suggest options, and provide additional information. However, statements of individual team members shall not constitute a proposal, counterproposal, or rejection of a proposal, unless specifically articulated as such by the Chief Negotiator. All proposals and counter proposals shall be submitted in writing.

4. TENTATIVE AGREEMENTS & DROPPED ISSUES

Tentative agreements (TAs) will be identified as such. Tentative agreements are subject to approval by the City Council and ratification by the SJPOA membership unless adopted as part of an arbitration award, if applicable.

5. RELEASE TIME FOR BARGAINING TEAM MEMBERS

A maximum of four SJPOA representatives will be compensated for negotiation sessions that occur during their regular work schedule. The City shall not pay overtime for time spent in negotiations. Representatives shall use the City Paid Union Release Time (URT) payroll code for any paid time off authorized by the City in the negotiation process.

6. IMPASSE, MEDIATION AND INTEREST ARBITRATION

The parties shall meet personally to ascertain/declare the existence of impasse. In the event impasse is declared regarding contract negotiations for a new MOA, the parties will participate in mediation prior to arbitration in an attempt to resolve the dispute. However, the parties shall arrange for the third member of the Arbitration Board and schedule arbitration dates in advance. Arbitration shall be conducted in accordance with City Charter Section 1111, as amended pursuant to Measure V approved by voters on November 2, 2010 (the amended Section hereinafter simply referred to as Section 1111). If the mediation process has not been completed within a 90-day period, beginning with the first day of impasse as determined by written

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notification of impasse by either party, either party may proceed to arbitration on those issues which fall within the scope of Section 1111. As to matters which fall outside of the scope of Section 1111, the City retains all rights provided by state law, including the right to implement pursuant to MMBA Section 3505.4.

If the parties remain at impasse following mediation, SJPOA may choose to make a presentation during a public City Council meeting without the requirement of a Council response.

Unconditional tentative agreements will not be submitted to arbitration for resolution but may be submitted for the record to present a complete package to the arbitrator.

Interest Arbitration shall proceed in accordance with City Charter Section 1111, as amended pursuant to Measure V. Prior to arbitration proceedings, the parties will hold a preliminary meeting to identify all issues that will be submitted in arbitration and will make best efforts to agree upon an efficient, economical and fair arbitration process, including advance identification of the issues in dispute. Negotiations may continue, on mutual consent, during the arbitration process.

For the City of San Jose

For SJPOA

Date: _____

Date: _____